

1 **Ralph W. Wilkerson, Attorney**

2 208 N. Broadway, Suite 414

3 Billings, MT 59101

4 Telephone No.: (406) 690-8300

5 Ralph W. Wilkerson

6 Montana Bar No. 6971

7 Email: rwwilkerson@cox.net

8 Attorney for Debtor(s)

9 **IN THE UNITED STATES BANKRUPTCY COURT**10 **FOR THE DISTRICT OF MONTANA**11 **In re:**12 **Case No. 13-60315**

13 Paul W. Layton and Collette J. Layton,

14 **Debtor(s).**15 **CHAPTER 13 PLAN Dated March 12, 2013**16 1. The future earnings and other income of the debtor(s) are submitted to the supervision and control
17 of the Chapter 13 Standing Trustee as necessary for the execution of this plan, and debtor(s) shall pay to the
18 Trustee the sum of \$ 1,030.00 each month for a term of 60 months, or until all of the provisions
19 of this Plan have been completed. Plan Payments shall commence within thirty (30) days following the filing
of the Plan. The Debtor(s) shall make payments directly to the Trustee until their wage deductions begin.

20 2. From the payments so received, the Trustee shall make disbursements as follows:

21 (a) **ADMINISTRATIVE CLAIMS.** The Trustee shall pay those claims, fees or charges specified in
22 11 U.S.C. Section 507(a)(2), including the debtor's attorney fees and costs in such amount as may be allowed
23 by the Court. As of the date of this plan, Debtor's counsel estimates that total attorney fees and costs for
representation of Debtor (excluding the fee for filing the Debtor's petition) will be as follows:

24 Estimated total attorney fees:	\$ 3,500.00 *
Estimated total costs:	\$ 200.00
25 Total estimated attorney fees and costs:	\$ 3,700.00
Less retainer:	\$ 600.00

26 **TOTAL FEES AND COSTS TO BE PAID THROUGH THE PLAN: \$ 3,100.00**

* If this figure differs from the Disclosure of Compensation originally filed by the Debtor's attorney, said Disclosure must be amended simultaneously with the filing of this plan, or amended as provided in F.R.B.P. 2016(b).

(b) **IMPAIRED SECURED CLAIMS.** After payments provided for above, the Trustee shall pay allowed secured claims, as determined pursuant to 11 U.S.C. Section 506(a), together with interest at the rate prescribed below from the date of confirmation, on a pro rata basis, as follows:

<u>Name of Creditor</u>	<u>Claim Number</u>	<u>Allowed Secured Claim</u>	<u>Rate of Interest</u>
Boeing Employees' Credit Union		\$14,304.00 *	5%
First Investors Servicing Corp.		\$7,572.00 *	5%

(* This figure is the lesser of the total amount of the debt owing to the creditor or the value of the collateral securing said debt.)

Secured creditors shall retain their liens as provided by 11 U.S.C. Section 1325(a)(5)(B). In order for any unsecured deficiency to be allowed and paid, a proof of claim must be filed pursuant to Montana's Local Bankruptcy Rules.

(c) **UNIMPAIRED SECURED CLAIMS.** The following secured creditors, whose claims will be left unimpaired by this plan, are not provided for by this plan and shall receive no payments through the trustee except with regard to those arrearages specified below, if any:

<u>Name of Creditor</u>	<u>Description of Collateral</u>
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None.

Debtors will continue to pay this creditor directly, outside of the Chapter 13 Plan.

Concurrently with the payments on impaired claims specified above, the following arrearages on unimpaired secured claims, if any, shall be paid through the Trustee on a pro rata basis until the same have been paid in full:

<u>Name of Creditor</u>	<u>Amount of Arrearage</u>
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None

Upon completion of the Plan, all prepetition arrearages provided for by this Plan shall be deemed current.

(d) **DOMESTIC SUPPORT OBLIGATIONS.** After the payments provided for above, the Trustee shall pay all allowed prepetition domestic support obligations. Such allowed claims for prepetition domestic support obligations shall be paid in full under this Plan, without interest (unless otherwise provided).

<u>Creditor</u>	<u>Complete Address</u>	<u>Claim Amount</u>
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1 **Minnesota Child Support Payment Center** **\$23,000.00**
 2 **P.O. Box 64326**
 3 **Saint Paul, MN 55164-0326**

4
 5 (e) **PRIORITY CLAIMS.** After payments provided for above, the Trustee shall pay allowed claims
 6 entitled to priority in such order as specified in 11 U.S.C. Section 507.

7
 8 (f) **GENERAL UNSECURED CLAIMS.** After the payments specified above, the Trustee shall pay
 9 dividends, to the extent possible, to allowed unsecured, nonpriority claims on a pro rata basis.

10
 11 (G) **LIQUIDATION ANALYSIS.** The total amount distributed under paragraphs 2.(e) and (f) will
 12 be at least \$ 2,000.00, which exceeds what would be available to pay unsecured claims if the debtor's
 13 estate was liquidated under Chapter 7 of the Bankruptcy Code. A discharge will not be entered by the Court
 14 until said sum has been distributed, or until all allowed unsecured claims have been paid in full, whichever is
 15 less.

16 3. **REJECTION OF CONTRACTS OR LEASES.** The debtor(s) rejects the following executory contracts
 17 and unexpired leases, and shall surrender property subject to such contracts or leases:

Type of Agreement	Date of Agreement	Other Party to Contract
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18 None

19 All other contracts and unexpired leases shall be affirmed.

20 4. **SURRENDER OF PROPERTY.** The debtor(s) surrenders any and all interest in the following described
 21 collateral to the stated secured creditor in full satisfaction of the creditor's allowed secured claim. In order
 22 for any unsecured deficiency to be allowed and paid under this Plan, a proof of claim must be filed pursuant to
 23 Montana's Local Bankruptcy Rules.

Secured Creditor	Description of Collateral
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24 None.

25 5. **POSTPETITION SECURED DEBT:** Debtor(s) reserves the right to incur postpetition secured debts,
 26 upon prior written approval of the Trustee, for items necessary to debtor(s) performance under this plan.

27 6. **REPORT OF CHANGES IN INCOME:** The Debtor(s) shall commit all projected disposable income to the
 28 Plan for the applicable commitment period and shall report any changes in income in excess of \$300.00 per
 month to the trustee.

7. **OTHER PROVISIONS:**

None

8. **DECLARATIONS:** Under penalty of perjury Debtor(s) affirms that all federal and state income,
 employment and other tax returns due as of the date of this plan have been filed with the appropriate agency,
 and that postpetition payments due on all domestic support obligations have been paid through the date of
 this Plan.

1 9. **EFFECTS OF CONFIRMATION:** Upon confirmation of this plan, all issues that have been or could
 2 have been decided involving any creditors are *res judicata*, and Debtor(s) reserves all rights under applicable
 3 federal and state law with regard to those issues, including rights under 11 U.S.C. Section 524(i). Debtor(s)
 4 specifically reserves all rights under 11 U.S.C. Section 524(i), including the right to ensure that all
 5 postpetition mortgage payments be applied and credited to Debtor's mortgage account as if the account were
 6 current and no prepetition default existed.

7 10. **PREVIOUS BANKRUPTCIES, AND DISCHARGE:** (Check one)

8 _____ Debtor(s) is not eligible for a discharge of debts because the debtor(s) has previously received a
 9 7 discharge described in 11 U.S.C. Section 1328(f).

8 _____ **X** Under penalty of perjury, Debtor(s) declares that he/she has not received a discharge in a previous
 9 bankruptcy case that would cause him/her to be ineligible to receive a discharge in the above-
 10 entitled case under 11 U.S.C. Section 1328(f).

11 11. **INCOME TAX REFUNDS:** (Check one)

12 _____ Debtor(s) projects no income tax refunds during the term of this plan. As a result, no income tax
 13 refunds will be turned over to the trustee.

14 _____ **X** Debtor(s) projects income tax refunds during the term of this plan. During the applicable
 15 commitment period of the plan, as defined in 11 U.S.C. Section 1325(b)(4), Debtor(s) will turn over
 16 to the trustee all net income tax refunds.

17 _____ Debtor(s) projects income tax refunds during the term of this plan, and such tax refunds are
 18 included in the Debtor's budget.

19 DATED this 12th day of March, 2013.

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Label Matrix for local noticing 0977-2 Case 13-60315 U.S. Bankruptcy Court, District of Montana Butte Wed Mar 13 20:22:44 MDT 2013	U.S. Bankruptcy Court, District of MT Room 303 Federal Building 400 North Main Butte, MT 59701-8866	Alliance One Receivables Management P.O. Box 3111 Southeastern, PA 19398-3111
Atlantic Credit P.O. Box 13386 Roanoke, VA 24033-3386	Billings Clinic P.O. Box 35100 Billings, MT 59107-5100	Boeing Employee Credit Union P.O. Box 97050 Seattle, WA 98124-9750
Boeing FCU P.O. Box 58570 Tukwila, WA 98138-1570	CBB Collections, Inc. P.O. Box 31213 Billings, MT 59107-1213	Capital Management Services 698 1/2 S. Ogden St. Buffalo, NY 14206-2317
Capital Management Services 726 Exchange Street, Ste. 700 Buffalo, NY 14210-1464	Capital One P.O. Box 30285 Salt Lake City, UT 84130-0285	Chase Correspondence Department P.O. Box 15298 Wilmington, DE 19850-5298
Credit One Bank P.O. Box 98875 Las Vegas, NV 89193-8875	First Investors 300 Interstate N. Pkwy Atlanta, GA 30339-2403	GE Capital Retail Bank Attn: Bankruptcy Dept. P.O. Box 103104 Roswell, GA 30076-9104
GE Money Bank Attn: Bankruptcy Dept P.O. Box 103104 Roswell, GA 30076-9104	GEMB Select Comfort P.O. Box 981439 El Paso, TX 79998-1439	GEMB/Chevron 4125 Windward Plz Alpharetta, GA 30005-8738
GEMB/JC Penney P.O. Box 981400 El Paso, TX 79998-1400	GEMB/PPBYCR P.O. Box 981064 El Paso, TX 79998-1064	GEMB/Sam's Club P.O. Box 981400 El Paso, TX 79998-1400
GEMB/Walmart P.O. Box 981400 El Paso, TX 79998-1400	HSBC Bank Nevada, N.A. Bass and Associates, P.C. 3936 E. Ft. Lowell Road, Suite #200 Tucson, AZ 85712-1083	(p)HSBC BANK ATTN BANKRUPTCY DEPARTMENT PO BOX 5213 CAROL STREAM IL 60197-5213
INTERNAL REVENUE SERVICE CENTRALIZED INSOLVENCY OPERATIONS PO BOX 7346 Philadelphia, PA 19101-7346	Illinois Department of Revenue P.O. Box 19035 Springfield, IL 62794-9035	Imaging Partners 400 S. 43rd Street Renton, WA 98055-5714
LVNV Funding, LLC Box 10497 Greenville, SC 29603-0497	LVNV Funding, LLC P.O. Box 74028 Houston, TX 77274	LVNV Funding, LLC P.O. Box 740281 Houston, TX 77274-0281

Leading Edge
8550 West Bryn Maw
Chicago, IL 60631-3222

Merchants Credit
2245 152nd NE
Redmond, WA 98052-5519

Merrick Bank
P.O. Box 5000
Draper, UT 84020-5000

Minnesota Child Support Payment Ctr
P.O. Box 64326
Saint Paul, MN 55164-0326

Montana Department of Revenue
Kim Davis
P.O. Box 7701
Helena, MT 59604-7701

OFFICE OF THE U.S. TRUSTEE
U.S. TRUSTEE'S OFFICE
LIBERTY CENTER SUITE 204
301 CENTRAL AVE
GREAT FALLS, MT 59401-3113

Paul W. Layton
Collette J. Layton
P.O. Box 50478
Billings, MT 59105-0478

Portfolio Recovery Associates
Disputes Department
140 Corporate Blvd
Norfolk, VA 23502-4952

Ralph W. Wilkerson
Law Office of Ralph W. Wilkerson
208 N. Broadway, Suite 414
Billings, MT 59101-1943

Sentry Credit, Inc.
P.O. Box 12070
Everett, WA 98206-2070

Valley Medical
400 S. 43rd Street
Renton, WA 98055-5714

Van Ru Credit Corp.
P.O. Box 1761
Des Plaines, IL 60017-1761

Wells Fargo
c/o Tiburon Financial
P.O. Box 10050
Fayetteville, AR 72703-0036

Zales/CBSD
P.O. Box 6497
Sioux Falls, SD 57117-6497

COLLETTE J. LAYTON
P.O. BOX 50478
BILLINGS, MT 59105-0478

PAUL W. LAYTON
P.O. BOX 50478
BILLINGS, MT 59105-0478

RALPH WOOD WILKERSON
LAW OFFICE OF RALPH W WILKERSON
208 N BROADWAY, SUITE 414
BILLINGS, MT 59101-1943

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

(d)Capital One
P.O. Box 85520
Richmond, VA 23285

HSBC/Bestbuy
P.O. Box 15519
Wilmington, DE 19850

	End of Label Matrix
Mailable recipients	46
Bypassed recipients	0
Total	46